

JAN 27 2020

01-22-2020

MARK L. HATCHER, CLERK  
OF THE BANKRUPTCY COURT

To: Honorable Christopher Alston  
From: Jodie Hirtler and Steven McNight <sup>AM</sup> ~~JEH~~  
Re: Contractual Obligations

Judge Alston,

My wife is holder of claim #837.

She is unwell and this affray is  
making her even more ill and  
unstable,

She suffer from schizophrenia,  
Aspergers Syndrome and is now  
advanced in age (65). She did  
what she considered was prudent  
in storing her property (658 oz.  
troy .999 fine Ag) in a pooled  
account w/ N.W.T.M.

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The trustee Mr. Calvert and his professionals have consistently and repeatedly failed to address their contractual obligations to her as well as the 53 (fifty-three) other storage account creditors. The fact that the issue has not been addressed in any proceeding does not mean that there is <sup>NOT</sup>, in fact, a fifty ton elephant in the room. These contractual obligations are nothing other than that 50 ton elephant. The letter a copy of which I

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have enclosed is an acknowledgement of just such an animal.

The storage contracts are clearly the debtors obligations... and my wife is not to be

ignored. She paid for a product... it is not property of the debtor's estate. She is sole owner

of 658 oz tr (.999 fine) Ag, or in the corollary, the equivalent in Au, Pd., Pt, Rh, or dollars American as of 01-22-2020 in full market value.

The debtor's estate cannot sell, convey, bargain, exchange

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or liquidate property that belongs to another. To do so is both unequitable and exhibits nothing but 'bad faith'.

She instructed the trustee on 04-26-2016 regarding the disposition of her property. The trustee ignored her instructions and has been in breach of his contractual obligations since that time, a span of well over 1000 days. In addition to the base market value of her property entrusted to the

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the debtors' estate, a reasonable late fee computed at a modest 35<sup>00</sup> dollars (35) a day will total over thirty-five thousand (35,000) dollars. This is not unreasonable nor excessive considering the nature and extent of the harm and damages inflicted upon her self... her property... and her good faith expectations. Nor does this meager amount even begin to repair the damages to the United States Bankruptcy Court caused by Mr. Calvert... his

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professionals and others  
who have conducted this  
on going scheme to 'slash  
and burn' <sup>and rape and pillage</sup> every step of the  
way.... Even Shermans'  
march through Georgia was  
more compassionate,

This then is an <sup>intended</sup> request for  
motion to clarify the "...commodity  
contracts," issue, as well  
as to be construed as an Invoice  
for goods in the debtors' possession  
according to the schedules submitted  
to the court on 04-01-2016  
at docket # 1, as well as

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at docket nos: 220, 221, 222,  
223, 224, 225, 226, 227;  
all of which were filed with  
this court on May, 02, 2016  
incorporated herein.

In addition, I myself,  
Steven McKnight have conservatively  
expended three hours a week  
for the past one hundred and  
ninety weeks (190) for  
which I require instruction in  
order to receive compensation  
for priority administrative  
claim, Three hours weekly (3)  
for one hundred ninety weeks (190)

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is equal to 373 hours.

As appointed quasi-judicial official for Thurston County from 1999-2008

I am qualified as 'professional'.

An equitable rate for Administration of this matter is one hundred dollars an hour (100).

Therefore I now request ~~reim~~ equitable compensation for time spent in Pro Se duties representing my wife Jodie Hirtler. The sum total of time worked is

373 hours. The rate is 100 dollars

per. This is a total of 37,300<sup>00</sup> dollars (thirty-three thousand ~~dollars~~)

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three hundred dollars).

I am willing to forgo  
any reimbursements for all  
expenses to include postage,  
envelopes and ordinary business  
expenses.

Please advise and remit  
as soon as practicable to  
quash <sup>all and</sup> any further ~~if~~ interest  
she, me, and we have  
in Case No: 16-11767.

With all due respect,

~~S. McKnight~~  
Steven McKnight

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Addendum to letter of 01-22-2020

RE: AFFIDAVIT

Steve McKnight

I, <sup>Steve McKnight</sup> here in swear and

affirm that the forgoing expenses  
were each and all reasonable

and necessary in acting for

JSA Jodie Hirtler, Claim 837;

Case No: 16-11767, and for

acting in her behalf administering  
her interests as party to

Case No: 16-11767.

It being the 22<sup>nd</sup> day of  
January, 2020 in Cherokee County  
North Carolina, USA at 11:30 am,

In good faith signed by me, Steve McKnight.

S. McKnight

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Mr Calvert,

It is very unfortunate that  
you should take such a stance  
w/ regards to my simple request  
directed to you in the E-mail  
of 01-13-2020.

For much of its history, NWTM  
sold precious metals in the form of ...  
... to the general public" Order No:  
S-14-1441-17-SC01 further relevant  
part is to be found at page 2,  
paragraph 4 "The Commodity Transaction  
Act of Washington ("the Act")  
regulates the offer and sale of ...,  
under commodity contracts," (id)

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The Statement of Charges and Notice  
of Intent To Enter Order To Cease  
and Desist and to Impose Civil Penalties

issued by the Washington State  
Department of Financial Institutions

goes on to find in relevant  
part that, "A commodity

contract does not ... required (sic)

to deliver to the buyer within

28 days after the payment of good funds ..."

(id, page 2, paragraph 4 @ line 13)

Said, "Statement of Charges ...",

goes on to clarify, "Any commodity  
transaction that takes longer than

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28 days for delivery will fall  
under the ~~act~~ Act unless an  
exemption applies", (id)

The above referenced Statement  
of Charges and Notice... makes  
perfectly clear that the Storage  
customers' are each and all  
separate and distinct from  
the other billion customers in  
that the nature of the relationship  
between the seller (N.W.T.M) and  
the buyer (in this instance, I,  
Jodie Hirtler) is one wherein  
the delivery of such physical  
items are not required to be

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delivered within the 28 day  
requirement of the Act.

In this ~~an~~ instance, "the  
offer and sale of ... precious  
metals ... constitutes the offer  
and/or sale of a 1.) commodity;  
2.) commodity contract; OR 3.)  
commodity option, ... in the state  
of Washington as defined in RCW  
21.30.010(10), (11), (14), (15). There  
are no relevant exemptions.

Therefore, Mr. Calvert, pursuant  
to RCW 21.30.070 in your  
role as trustee, and all employees  
of the debtor estate, (the trustees'

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professionals'), are liable  
for any violations of the Act  
with regards to the offer and/or  
sale of items defined in the  
Commodities Transaction Act, i.e.,

i.e., 1.) commodities; 2.) commodity  
options; 3.) commodity contracts.

The bizarre and capricious  
pseudo-legal theories propounded  
in your e-mail to me are neither  
persuasive nor valuable.

Mr Calvert, you and your  
professionals have made, and  
continue to make untrue  
statements of material fact

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and/or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

To be clear, our claim is not one held on any sort of unfulfilled purchase order. Accordingly

11 USC 766 (b), (c), (h-2), and,

11 USC 765 (a), (1), (2); "... the

trustee shall ... comply with any instructions from a customer regarding

such customers desired disposition

of any commodities contract... (id)

and, "in priority to any other claims." (id)

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The regulations could not be more clear. Priority is given due to the fact that the physical items underlying the commodity contracts are extremely volatile in nature. In

relevant part, "... The automatic stay does not apply to commodity, security, and futures contracts". (id)

Shall means it is mandatory that the action be done. Shall means it is a mandate and it is not merely a suggestion.

Here for my directive to you in the E-mail of January

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13, 2020, directing the options  
(two) for the disposition of  
~~my~~ estate assets, remains  
fully and completely in effect  
until such time as you or  
your assignees receive further  
additional instructions. You  
are illegally depriving me of  
what is not an asset of the  
debtors estate. Those goods...  
or the funds purchasing said...  
are my property and I,  
Jodie Hirtler, am sole owner  
as evidenced by both the  
Bullion Agreement and

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Sales <sup>Acknowledgment</sup>  
~~purchase~~ order numbered 106388,  
Sept 10, 2015, for 458 troy ounces  
of Ag (.999), and, Sales Order  
Acknowledgment No: 114186; & Nov.  
09, 2015, for 200 troy ounces of Ag  
(.999), and as well, Sales Order  
Acknowledgment No: 106391,  
of Sept 10, 2015, for 01 (one)  
silver 1 oz troy Seagorch Bar ~~xxx~~  
(.999 Ag). This then is  
you invoice for 659 ounces troy  
(.999 Ag), or in the alternative  
the equivalent in ~~doll~~ United States  
dollars paid directly to my

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banking and savings institution  
at Wells Fargo Bank, ~~via~~ account  
# and routing to be given  
at your indication... This  
is your itemized invoice...  
please remit at your earliest  
convenience but no later than  
10 days. due now.  
With all respect due

Jodie Hittler

Jodie Hittler 1/22/2020

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Addendum to letter  
dated 01-22-2020

Mr Calvert,

In addition,,, It is important  
for me to simply note that had  
you, your professionals, or the  
debtors' estate, ~~had~~ honored my  
<sup>directive</sup> ~~request~~ communicated to you on  
04-26-2020 the debtors' estate  
would have preserved the value  
of the estate an estimated  
two thousand dollars (\$2000<sup>00</sup>).

This very instance further exemplifies  
your lack of any fiduciary duty  
to both the debtors estate, and,  
the creditors thereof whether

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secured or unsecured, priority  
notwithstanding as well as all  
vendors, and holders' of executory  
contract of whatever nature or  
detail.

The record is perfectly clear.

The facts are the facts, This is your Invoice,

Please remit at once.

With all respect doe,

Jodie Hintler

Jodie & Hintler 1/22/2020

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